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ADIDAS AG AND ADIDAS AMERICA, INC.

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

ADIDAS AMERICA, INC., a
Delaware corporation, and ADIDAS
AG, a German corporation,

Plaintiffs,

v.

SOCCER AND SOCCER, INC., a
California corporation, SAGHIR
SPALL, individually and d/b/a
SOCCER AND SOCCER, MAPLE
SPORTS INC. a California
corporation, PREMIER SOCCER
INC., a California corporation,
RICARDO RAMOS, individually and
d/b/a PREMIER SOCCER. GLORY
TRADING INC, a California
corporation AND MARIO SPORTS. a
California Corporation

Defendants.

Case No. CV-13-7148-GW(VBKx)

**PERMANENT INJUNCTION
AGAINST DEFENDANT GLORY
TRADING ON
CONSENT**

**(PROPOSED) PERMANENT INJUNCTION AGAINST
DEFENDANT GLORY TRADING INC. ON CONSENT**

1 Having considered the Complaint on file in this action, and Glory Trading Inc.
2 (“Glory Trading”) having consented to the terms of the permanent injunction set
3 forth below, this Court hereby finds as follows:

4 1. Plaintiffs adidas America, Inc. and adidas AG (collectively, “adidas”) own and extensively use the Three-Stripe trademark (the “Three-Stripe Mark”),
5 which is covered by valid U.S. Trademark Registration Nos. 870,136, 961,353,
6 1,815,956, 1,833,868, 2,016,963, 2,058,619, 2,278,589, 2,278,591, 2,284,308,
7 2,909,861, 2,999,646, 3,029,127, 3,029,129, 3,029,135, 3,063,742, 3,063,745,
8 3,087,329, 3,183,656, 3,183,663, and 3,236,505. adidas uses the Three-Stripe Mark
9 in connection with footwear and apparel, among other goods.
10

11 2. On September 26, 2013, adidas filed a Complaint claiming, *inter alia*,
12 that Glory Trading were manufacturing, importing, distributing, marketing,
13 promoting, offering for sale, and selling apparel bearing confusingly similar
14 imitations of adidas’s federally registered Three-Stripe Mark (the “Infringing
15 Apparel”). Photographs of representative examples of the Infringing Apparel are
16 attached as **Exhibit 1**.

17 3. Glory Trading Inc. accepted service of the Summons and Complaint,
18 but have not yet filed an Answer or any other pleading in response to adidas’s
19 Complaint.

20 4. On October 25, 2013, the Court entered an order granting adidas’s
21 motion for a preliminary injunction, finding adidas has shown a likelihood of success
22 on the merits of its trademark infringement claims and enjoining Defendants from
23 continuing to infringe adidas’s Three-Stripe Mark.

24 5. The Court has jurisdiction over the subject matter of this action and over
25 Glory Trading, and venue in this action is proper in this judicial district.
26
27

1 Accordingly, **IT IS HEREBY ORDERED** that:

2 1. Glory Trading and all of their agents, officers, employees,
3 representatives, successors, assigns, attorneys, and all other persons acting for, with,
4 by, through, or under authority from Glory Trading, or in concert or participation
5 with Glory Trading, and each of them, are **PERMANENTLY ENJOINED and**
6 **RESTRAINED**, from:

- 7 a. importing, manufacturing, producing, advertising, promoting,
8 displaying, distributing, offering for sale, or selling the Infringing
9 Apparel;
10 b. importing, manufacturing, producing, advertising, promoting,
11 displaying, distributing, offering for sale, or selling any other
12 apparel bearing the Three-Stripe Mark or any other confusingly
13 similar imitation of adidas's Three-Stripe Mark, including
14 without limitation any apparel with one additional stripe (i.e.,
15 four stripes) or less one of the three stripes (i.e, two stripes);

16 2. This Court shall have continuing jurisdiction to enforce the provisions
17 of the permanent injunction entered herein.

18 3. The claims asserted in adidas's Complaint are hereby dismissed with
19 prejudice, with each party bearing its own costs, including attorneys' fees.

20
21 IT IS SO ORDERED this 5th day of May, 2014.

22
23 

24 The Honorable George H. Wu
25 United States District Judge
26
27

Presented by:

KILPATRICK TOWNSEND & STOCKTON LLP

Bv: /s/ Nichole Davis Chollet
NICHOLE DAVIS CHOLLET

Attorneys for Plaintiff
ADIDAS AG and ADIDAS AMERICA, INC.

EXHIBIT 1



